

**GOVERNMENT OF  
THE VIRGIN ISLANDS OF THE UNITED STATES**

**Request for Proposal – Negotiation  
Professional Services**

To: .....

Date: January 16, 2020

.....

RFP No. 013-T-2020 (P)

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Pursuant to 31 V.I.C. 239 (a) (4) and Rules and Regulations thereunder issued, the Government of the Virgin Islands, herein after referred to as GVI, Department of Property and Procurement will receive proposals for the work described below. Proposals will be received no later than **Wednesday, February 19, 2020 @ 4:30 o'clock p.m.** Atlantic Standard Time.

**DESCRIPTION OF WORK:** Design Build Bureau of Motor Vehicles

**SCOPE OF SERVICES:** See attached

## **NEGOTIATED PROCEDURES:**

The Commissioner of the Department of Property and Procurement will appoint a Selection Committee to assist in the evaluation and selection of the Contractor. Accordingly, current data on qualifications and performance should be submitted with proposals. After reviewing the qualifications and proposals the Committee will select for discussions from the firm/s or person/s considered not less than three (3), in order of preference, **deemed to be most highly qualified to provide the services herein required.** Discussions will be conducted successively and severally with the firms or persons so selected the anticipated concepts and the relative utility alternative methods of approach for furnishing the services hereunder.

## **FACTORS FOR DISCUSSIONS**

Selection criteria will include (i) Professional qualification, registration and general reputation of principals of the firm or person; (ii) the extent to which the firm or person specializes in or has provided services of a type and scope similar to the hereunder; (iii) familiarity with the location (s) in which services will be performed; (iv) capability of meeting schedules; and (v) quality of performance on other similar projects.

## **NEGOTIATION:**

The Selection Committee shall recommend to the Commissioner **the highest qualified firm or person with whom a contract shall be negotiated.** The Commissioner, with the assistance of the Selection Committee, shall attempt to negotiate a contract with such firm or person.

Should the Commissioner be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price he determines to be fair and reasonable to the Government, negotiations with that firm will be formally terminated. Negotiations will then commence with the second most qualified, the third most qualified or additional firms, in order of preference, and shall continue until an agreement is reached.

Anthony D. Thomas  
Commissioner  
Property and Procurement

## **INSTRUCTION TO PROPOSERS**

### **A. NOTICE**

#### **RFP-013-T-2020 (P)**

Information provided in the scope of work is to be used only for purposes of preparing a proposal. It is further expected that each bidder will read the scope of work thoroughly, for failure to meet certain specified conditions may invalidate the proposal.

The Government of the Virgin Islands, herein after referred to as GVI, reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to GVI. Price shall not be the sole criterion of awarding this project. Scope and quality of work proposed and the ability of the bidder to complete this type of project shall also be considered.

Applicants are requested to submit proposals on the basis of the scope of work. Alternative proposals recommending new features and technology other than that requested in the scope of work will receive consideration providing such new features and/or technology is clearly explained. Any exceptions to the requirements requested herein must be clearly noted in writing and be included as part of the proposal.

The information contained herein is believed to be accurate but is not to be considered in any way as a warranty. Request for additional information clarifying the Scope of Work should be directed in writing to **Chief Deputy Commissioner of Procurement, Lisa Alejandro** at [lisa.alejandro@dpp.vi.gov](mailto:lisa.alejandro@dpp.vi.gov).

### **B. STATEMENT OF PURPOSE**

To assist the Government of the Virgin Islands in meeting the requirement for the following services: **RFP-013-T-2020 (P)**

### **C. PROPOSE SCOPE OF WORK**

**See Attached**

#### **D. TIMETABLE**

**Last Day for Written Clarification is Friday, January 24, 2020 @ 1:00 PM**

#### **E. SUBMISSION OF PROPOSAL**

All interested parties shall submit *one (1)* original and *five (5)* copy sets of proposals, which are to be delivered to the Department of Property and Procurement no later than **Wednesday, February 19, 2020 @ 4:30 p. m.** Atlantic Standard Time.

They shall be addressed to:

Anthony D. Thomas  
Commissioner  
Property & Procurement  
8201 Subbase, 3rd Floor  
St. Thomas, Virgin Islands 00802

**THE SEALED ENVELOPE CONTAINING THE PROPOSAL MUST HAVE THE FOLLOWING INFORMATION WRITTEN ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE:**

SEALED PROPOSALS-DO NOT OPEN

**RFP-013-T-2020 (P)**

(Name of Bidder)

(Mailing Address of Bidder)

(Telephone Number of Bidder)

(Fax Number of Bidder)

Where proposals are sent by mail, the bidder shall be responsible for their delivery to Department of Property & Procurement before the date and time set for the closing of acceptance of proposals.

## **F. WITHDRAWALS OF PROPOSAL**

A proposal may be withdrawn at any time prior to the time specified as the closing time for acceptance of proposals. However, no proposal shall be withdrawn or canceled for a period of thirty (30) days after said closing time for acceptance of proposals nor shall the successful provider withdraw, cancel or modify the proposal, except at the request of GVI after having been notified that said proposal has been accepted by GVI.

## **G. INTERPRETATION OF SPECIFICATIONS**

If any person contemplating submitting a proposal requires clarification of any part of the scope of work, he/she may submit to the GVI a written request for an interpretation thereof to the **Chief Deputy Commissioner of Procurement, Lisa Alejandro**. GVI will not respond to questions received after the above established date. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the scope of work will be made in writing to all prospective providers. Oral explanations will not be binding.

## **H. CONSIDERATION OF PROPOSAL**

The Commissioner of Property and Procurement shall represent and act for GVI in all matters pertaining to the scope of work and contract in conjunction therewith. **This RFP does not commit GVI to the award of a contract, nor pay of any cost incurred in the preparation and submission of proposals in anticipation of a contract. GVI reserves the right to reject any or all proposals and to disregard any informality and/or irregularity in the proposal when, in its opinion, the best interest of GVI will be served by such action.** Proposals failing to provide some of the items in the scope of work shall not be rejected per se but any deviations from the scope must be clearly noted.

## **I. ACCEPTANCE OF PROPOSALS**

GVI will notify in writing acceptance of one of the proposals. Failure to provide any supplementary documentation to comply with the respondent's proposal may be grounds for disqualification.

## **J. CONTENTS OF PROPOSAL**

The following is a list of information to be included in the written proposal.  
Failure to comply with all the requirements as outlined, may disqualify the applicant.

1. Introductory letter about the applicant:
  - a. Name, address, email and telephone numbers.
  - b. Type of service for which individual/firm is qualified.
2. Organization:
  - a. Names/addresses of Principals of Firm.
  - b. Names of key personnel with experience of each and length of time in organization.
  - c. Number of staff available for project. (Local & Off-Territory)
  - d. Copy of Articles of Incorporation
  - e. Copy of Certificate of Resolution
  - f. Copy of valid Business License
3. Outside consultants that will be retained for this project and percentage of work to be sub-contracted.
4. Project experience:
  - a. List of completed projects and estimated cost of each.
  - b. Current projects underway; scope; percentage completed to date and estimated cost of each.
5. Project References: (including a notarized written consent from the authorized representative which must include name; telephone number; and email address).
6. Project Approach:
  - a. Describe how you will approach this project and availability to perform the services requested.
7. **Cost: Cost Proposal (*one (1) original and four (4) copy sets of proposals*) must be submitted in a separate sealed envelope.**

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#### **K. CONFLICT OF INTEREST**

A proposer filing a proposal hereby certifies that no officer, agent or employee of GVI has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of GVI; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same request for proposals; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

#### **L. LICENSE REQUIREMENT**

An award will not be made to any firm or individual doing business in the Virgin Islands with the Government of the Virgin Islands until evidence is submitted that said firm or individual has a valid Virgin Islands Business License. Bidders must submit hard copy of a valid Virgin Islands Business License within ten (10) business days after award. All Bidders bidding as Joint Ventures must be licensed as a Joint Venture in the Virgin Islands.

#### **M. REQUIRED DOCUMENTS**

1. **PUBLIC LIABILITY:** The successful bidder will be required to obtain and have in place public liability insurance and other insurance necessary as requested in this proposal package. Insurance policy(ies) shall name the Government of the Virgin Islands as "**Additional Insured**". The public liability insurance shall have a minimum limit of not less than **one hundred thousand (\$100,000.00) dollars** for any one occurrence for death or personal injury and **one hundred thousand (\$100,000.00) dollars** for any one occurrence for property damage. Bidder must provide public liability insurance within ten (10) business days after award.
2. **WORKERS' COMPENSATION:** Within ten (10) business days after award of contract, the successful bidder must submit a copy of their certificate verifying his firm and agents are covered by Workers' Compensation Insurance.
3. **FAILURE TO PROVIDE THE CERTIFICATES WITHIN THE STATED TIME PERIOD MAY RESULT IN THE PROPOSAL DEEMED NON-RESPONSIVE AND MAY BE IMMEDIATELY DISQUALIFIED WITH NO FURTHER CONSIDERATION GIVEN FOR POTENTIAL AWARDING OF THE CONTRACT.**

**N. MANDATORY LIST OF REQUIRED SUPPROTING DOCUMENTS TO  
CONTRACT WITH GOVERNMENT OF THE VIRGIN ISLANDS**

1. See Attached.

THESE WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.



List of Required  
Docs.09.17.2018.pdf



# **REQUEST FOR PROPOSALS**

January 16, 2020

Project Title: Architectural Design Services for the Replacement Building  
Bureau of Motor Vehicles St. Thomas

Project No.: RFP-013-T-2020(P)

Client/Owner: Government of the Virgin Islands of the United States  
Department of Public Works

Funding Agency: US Virgin Islands Bureau of Motor Vehicles

## **INTRODUCTION**

The Territory of the Virgin Islands of the United States is comprised of the islands of St. Thomas, St. John, St. Croix and Water Island. The Department of Public Works is the agency within the Government of the Virgin Islands responsible for the planning, design and construction of the Government Facilities. Similarly, the Department of Property and Procurement is the contracting agency for the government.

## **SERVICES REQUIRED**

The services required under this contract is for the design of a replacement building for the Bureau of Motor Vehicles. This will include providing personnel and equipment for an existing condition and topographic survey of 72 Subbase, St. Thomas USVI. Design services to include the following: Programming, Schematic Design, Design Development, Construction Documents, and Engineer's Estimate. Payment for these services will be based on a Lump Sum Fixed Fee negotiated competitively. Included in this proposal is a preliminary building program of the minimum requirements for the complex.

## **PROJECT**

The existing Bureau of Motor Vehicles building suffered severe damages due to Hurricane Irma and Maria. The intent of the project is to design and construct the replacement building for the Bureau of Motor Vehicles. The size of the building will be approximately eight thousand (8000) square feet, (4000 sq. ft on each floor). The area is prone to flooding after torrential rains, therefore the building must be designed and built with two floors; the inspection operation must be located on the ground level underneath the first floor, the daily operations and customer service areas on the first floor and the executive offices, break room, conference room on the second floor.

The preliminary Space requirements is as follows:

# Preliminary Space Requirements

## Interior

1. ( 8) Executive Offices (Director, Assistant Director, HR/Payroll, Fiscal Office, Executive Assistant, Facilities Manager, Public Information Officer, Supply room)
2. Rest Rooms (Male/Female) for the executive offices Handicap ADA compliant.
3. Employee Locker room
4. (1) concrete secured room with metal door for Driver's License Printing
5. ( 2) Cubicles for Driver's License Issuance
6. Secured Room for (12) cubicles and one locked office (12x12) within the room (Online Services)
7. (6) Customer Service Booths One ADA compliant window
8. Employee Rest Rooms (Male/Female) ADA compliant
9. Conference Room
10. Testing Room
11. Storage Room for Operating Supplies
12. Storage Room for Maintenance Supply
13. MIS Office
14. Server Room
15. Computer Supply Room
16. Large File Room
17. Break Room
18. Receptionist Area
19. Lobby Area
20. Public Rest Rooms (2-Male/Female stalls) ADA compliant
21. Electrical Room
22. Mechanical Room
22. Access from the first floor to the second floor (stairs and elevator)

## Exterior

### Ground Level

23. Inspector's Office (24x24)
24. Inspector Supervisor Office with a supplies closet
25. Area for Road Test
26. (4) Concrete bays.
  - a) Drive-thru inspection lane (2 bays underneath the first floor).
  - b) 2 bays should be adequate enough to hold a commercial scale to weigh the vehicles and for large vehicles to enter, no roof on the third and fourth bay
27. Generator Room with Standby Generator to power the entire Facility.
28. Paved ADA compliant parking lot that is visibly marked with a minimum of 50 parking spaces.
29. Access from the parking lot up to the first floor (stairs and elevator)

## **SCOPE OF WORK**

The scope of work for the project involves preparation of plans, specifications, for the complete design of a replacement facility for the Bureau of Motor Vehicles. The design criteria and program will be developed as per coordination efforts with the Bureau of Motor Vehicles and The Department of Public Works.

## **PROJECT INTENT**

The replacement of this facility is vital to the day to day operations required for the Bureau of Motor Vehicles. This department is responsible for administering driver's licenses, registrations, and inspections. The replacement building is necessary in order to expedite and restore the full functions to this department. It is also needed to provide an improved environment for its staff and customers. The area is prone to flooding after torrential rains, therefore the building must be designed and built with two floors; the inspection operation must be located on the ground level underneath the first floor.

## **DESIGN STANDARDS**

- International Building Code latest addition.
- International MEP codes Latest addition.

## **TASKS TO BE ACCOMPLISHED**

- A. Provide Property and Topographic Survey.
- B. Provide building design and space requirements
- C. Development of project specifications.
- D. Structural Design System.
- E. HVAC design and specifications
- F. Electrical and Plumbing specifications and construction documents
- G. Finalize design and prepare final PS&E package, including all bid documents for submittal to DPNR AND DPW.
- H. Identify required permits.
- I. Consultant also shall submit final Plans, Specifications and Engineers Estimate on electronic file. (Microsoft Office Suite, PDF format, Auto Cad DWG files of base drawings to include building floor plans, elevations and as-built property survey)
- J. All Civil work to include drainage, building placement, required parking, site lighting, sanitary sewer drainage and SWPPP permit if required.

## **CONDITIONS OF PROPOSAL: Replacement Building Bureau of Motor Vehicles Office Complex St. Croix USVI**

The proposal shall be submitted in two (2) sealed envelopes.

I. Envelope #1 shall consist of:

A. A QUALIFICATION STATEMENT which should contain the following:

1. Firm name, address telephone and fax number.
2. Year established and any former names.

3. Any unusual aspects or problems you foresee with project.
4. It is expected that the work schedule being proposed be completed in 6 months or less.

II. Envelope # 2 shall consist of:

- A. Price Proposal which should contain at least the following:
  1. A Lump sum cost and duration for each task.
  2. Your professional and support staff proposed hourly and overhead rates.
  3. Types of services for which firm is qualified.
  4. Names of Principals of firm and States which they are registered.
  5. Names of key personnel who will be assigned to this project and their resumes of education and experience.
  6. Sub-consultants proposed for this assignment and their qualifications.
  7. Current workload: Scope, cost, percent completed; both prime contracts and major subcontracts.
  8. List of selected completed projects, their scope and cost, and name/phone number of owner's representative we can contact.
  9. Narrative description of your approach to this project, your anticipated schedule and any unusual aspects or problems you foresee with this project.
  10. Conflict of interest disclosure. Statement to read:

*"I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any contractor for selection on any contract if I have a conflict of interest or a potential conflict of interest. Consultants are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore, may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety. I realize that if I am involved in the development of a specification/scope of work or the development of selection criteria to be used for evaluation in a procurement of a commodity/service, my firm cannot compete in that procurement. I realize that violation of the above-mentioned standards could result in the termination of my Work for the Department."*

*Print Name*

*Signature*

B. AN IMPLEMENTATION APPROACH which should contain at least the following:

1. A narrative description of your approach to this project, including a detailed description of the phases and sequence of work proposed and who will perform them. If sub-consultants will be used, specify the number of professional hours and tasks that they will perform.
2. The anticipated schedule and interim products.

After the Proposals have been evaluated, the highest rated firm will be selected and the submitted price proposal will be opened for review and evaluation.

EACH PROPOSER IS ASKED TO SUBMIT SIX (6) COPIES OF THEIR PROPOSAL ENTITLED:

PROPOSAL  
FOR  
ARCHITECTURAL DESIGN SERVICES FOR THE REPLACEMENT  
BUILDING FOR BUREAU OF MOTOR VEHICLES.  
RFP NO. 013-T-2020 (P)

TO  
ANTHONY THOMAS  
COMMISSIONER  
GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED  
STATES DEPARTMENT OF PROPERTY AND PROCUREMENT  
BUILDING NO.1, SUBBASE, THIRD FLOOR  
ST. THOMAS, U.S.V.I.  
00802



## CONTRACT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the [User Agency] (hereinafter referred to as "Government") and [Insert Contractor/Company name as it appears on the business license] (hereinafter referred to as "Contractor").

### WITNESSETH:

**WHEREAS**, the Government is in need of the services of a Contractor to [Insert summary of scope of services], which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

**WHEREAS**, the Government solicited the services under RFP No. \_\_\_\_\_; and

or

**WHEREAS**, the Contractor was selected in accordance with 31 V.I.C. § 239(a) (##) [insert appropriate exception being utilized]; and

**WHEREAS**, the Contractor represents that it is willing and capable of providing such services; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

### 1. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this contract.

### 2. TERM

This Contract shall commence upon the execution of this Contract by the Governor of the Virgin Islands and shall terminate [insert NUMBER OF DAYS or years in words and numerals] thereafter. The Government in its sole discretion, shall have the option to renew this Contract for a period of one (1) additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew. (Only insert renewal language in second sentence if the contract has an option to renew)

Or

Upon execution of this Contract by the Governor of the Virgin Islands the Contract shall be effective for a Term beginning from February 1, 2019 to January 31, 2020. The Government in

its sole discretion, shall have the option to renew this Contract for a period of one additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew. (Only insert renewal language in second sentence if the contract has an option to renew)

### **3. COMPENSATION**

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor the sum of [insert value of contract in words] [(\$insert value of contract in numerals)] in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

### **4. TRAVEL EXPENSES**

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A (\$ N/A).

### **5. RECORDS**

The Contractor when applicable, will present documented precise records of time and/or money expended under this Contract.

### **6. PROFESSIONAL STANDARDS**

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

### **7. DOCUMENTS, PRINTOUTS, ETC.**

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

### **8. LIABILITY OF OTHERS**

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment



insurance, gross receipt, excise, and social security taxes for Contractor, its servants, agents or independent contractors.

## **9. ASSIGNMENT**

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government.

## **10. INDEMNIFICATION**

Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

## **11. INDEPENDENT CONTRACTOR**

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

## **12. GOVERNING LAW**

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

## **13. WAIVERS AND AMENDMENTS**

No waiver, modification or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

## **14. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this agreement, whether written or oral.

## 15. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

## 16. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

## 17. TERMINATION

Either party will have the right to terminate this Contract with or without cause on [insert number of days in words] [(insert number of days in numerals)] days written notice to the other party specifying the date of termination.

## 18. PARTIAL TERMINATION

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing [insert number of days in words] [(insert number of days in numerals)] days written notice to the Contractor. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the [insert number of days in words] [(insert number of days in numerals)] day notice.

## 19. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

## 20. CONFLICT OF INTEREST

- (a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
  - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
  - (2) a territorial officer or employee and, as such, has:
    - (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
    - (ii) not made, negotiated or influenced this Contract, in its official capacity; and
    - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

## 21. EFFECTIVE DATE

The effective date of this Contract shall be the day of execution of the Contract by the Governor.

## 22. NOTICE

Any notice required to be given by the Terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

### GOVERNMENT

Anthony D. Thomas  
Commissioner Nominee  
Department of Property and Procurement  
8201 Sub Base, Suite 4  
St. Thomas Virgin Islands 00802

[NAME & TITLE]  
[USER AGENCY]  
[AGENCY'S PHYSICAL ADDRESS]  
[AGENCY'S MAILING ADDRESS]  
[CITY, STATE, ZIP CODE]

### CONTRACTOR

[NAME]



[TITLE]  
[NAME OF COMPANY]  
[PHYSICAL ADDRESS]  
[MAILING ADDRESS]  
[CITY, STATE, ZIP CODE]

## 23. LICENSURE

The Contractor covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

## 24. OTHER PROVISIONS

Addenda I and II attached hereto are a part of this Contract and are incorporated herein by reference. (Please make sure all additional addenda are listed in this section that are made a part of this contract)

## 25. DEBARMENT CERTIFICATION

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made. (Only insert if Contract involves federal funds)

## 26. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

## 27. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence. (Only insert if Contract involves federal funds)

**28. INSURANCE** [if contract is being entered into pursuant to an RFP, utilize the insurance provisions from the RFP, if the contract is being entered into pursuant to an exception to the formal advertising process, use the language below]

Contractor shall maintain the following insurance coverages during the term of this Contract

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a “per occurrence” basis with a minimum limit of not less than one million dollars (\$1,000,000.00) for any one person per occurrence for death or personal injury and one million dollars (\$1,000,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement. (Insurance limits may be reduced subject to DPP’s approval, however, insurance limits cannot be less than the total compensation value of the contract. Contracts valued in excess of \$1,000,000.00 will require additional coverage subject to DPP’s approval).
- (b) **PROFESSIONAL LIABILITY:** Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than one million dollars (\$1,000,000.00) per claim. The Government shall be listed thereon as a certificate holder. (Insurance limits may be reduced subject to the approval of DPP, however, insurance limits cannot be less than the total compensation value of the contract. Contracts valued in excess of \$1,000,000.00 will require additional coverage subject to DPP’s approval).
- (c) **WORKERS’ COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

**WITNESSES: GOVERNMENT OF THE VIRGIN ISLANDS**

\_\_\_\_\_  
[NAME] [TITLE]  
\_\_\_\_\_  
[USER AGENCY] Date \_\_\_\_\_

\_\_\_\_\_  
Anthony D. Thomas, Commissioner Nominee  
\_\_\_\_\_  
Department of Property and Procurement Date \_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_  
[NAME] [TITLE]  
\_\_\_\_\_  
[NAME OF COMPANY] Date \_\_\_\_\_

(Corporate seal, if Contractor is a corporation)

APPROVED:

\_\_\_\_\_  
Date: \_\_\_\_\_  
**Honorable Albert Bryan Jr.**  
GOVERNOR OF THE VIRGIN ISLANDS

APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY: \_\_\_\_\_ Date \_\_\_\_\_

PURCHASE ORDER NO. \_\_\_\_\_

**CERTIFICATE OF APPROVAL**

I hereby certify that this is a true and exact copy of Contract No. \_\_\_\_\_ entered into between the Department of Property and Procurement and \_\_\_\_\_.

\_\_\_\_\_  
**Anthony D. Thomas, Commissioner Nominee**  
Department of Property and Procurement

RFP No. \_\_\_\_\_  
Contract No. \_\_\_\_\_

Contractor's Initials: \_\_\_\_\_